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DECLARATION RECORDED BY

OF COVENANTS, RESTRICTIONS AND CONDITIONS

THIS DECLARATION IS SET FORTH BY C.P.R. CONSTRUCTION, INC. HEREINAFTER REFERRED TO AS "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER of certain property in the City of Richland, State of Washington, platted as CANYON TERRACE, according to the plat thereof recorded in Benton County, Washington, AUDITORS FILE No. 677878

NOW THEREFORE, Declarant declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Properties of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Lot" means any plot of land shown upon any recorded subdivision map of the Properties.

Section 3. "Declarant" means C.P.R. Construction, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three or more representatives appointed by the Declarant. If the committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

Section 2. MEMBERSHIP. The Architectural Control Committee is composed of:

Jeffrey E. Jeffers	723 The Parkway	Richland, WA
Wayne W. Burk	723 The Parkway	Richland, WA
Doug R. Wilcox	723 The Parkway	Richland, WA

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 3. DWELLING, QUALITY AND SIZE. The intention and purpose of the covenant is to assure that all dwellings shall be of quality workmanship and materials that meet the approval of the Architectural Control Committee. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,100 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

Section 4. BUILDING LOCATION. a) No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines as per City of Richland Zoning Ordinance, except that on all lots abutting Leslie Boulevard, no single family dwelling shall be located nearer than 30 feet respectively to the street right of way.

b) No dwelling shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line.

c) For the purposes of this covenant, eaves, steps, and open porches shall not be construed as any portion of a building, on a lot to encroach upon another lot.

ARTICLE III

EXTERIOR MAINTENANCE

Each individual Owner shall be obligated to provide exterior maintenance of his own Lot. If an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the committee, the committee by a vote of at least two-thirds, shall have the right to enforce by injunctive or other legal remedy the obligation of any Owner under this article to enter upon the parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall become a debt of the Owner of the Lot.

ARTICLE IV

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear eight feet of each lot. Within these easements, no structure, planting or

other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE V

PROTECTIVE SCREENING

Protective screening areas are established as shown on the recorded plat, including a ten foot strip of land on the residential lots along the property lines of Leslie Boulevard.

Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

ARTICLE VI

USE RESTRICTIONS

Section 1. ENJOYMENT OF PROPERTY. The Owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own respective properties.

Section 2. IN DEROGATION OF LAW. No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the state of Washington, and the City of Richland or other applicable governmental body.

Section 3. PETS. Owners shall observe and obey all laws applicable to the residents of the City of Richland pertaining to care, control and husbandry of animals and pets.

Section 4. COMMERCIAL ACTIVITY. There shall be no commercial activity by the Owners.

Section 5. TEMPORARY STRUCTURES. No structure of a temporary character, such as a trailer or a shack or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 6. NUISANCES. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the state of Washington.

Section 7. LIVESTOCK AND POULTRY. No animals or livestock or poultry or any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept according to the provisions of Section 3 hereof.

Section 8. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. Every Owner, occupant or tenant shall have weekly garbage and refuse removal.

Section 9. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any Lot, unless prior approval is obtained from the architectural committee, the local health authority, and the City of Richland.

Section 10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 11. WATER SUPPLY. No individual water supply system shall be permitted on any Lot, unless prior approval for such system is obtained from the architectural committee and all such construction must be in accordance with the rules and regulations of the Benton County Department of Health.

Section 12. AUTOMOBILE REPAIR AND MAINTENANCE. There shall be no major overhaul or repair work performed on automobiles or other vehicles unless done so in specifically allotted areas such as the community work shop. Any auto-

mobile or other vehicle deemed to be in inoperative condition in excess of three days and which causes an undesirable effect on the area may be removed by action of the architectural committee.

Section 13. SIGNS. No signs of any kind nor for any uses, except public notice by a political division of the state, or as required by law, shall be erected, posted, painted or displayed on any building site or portion of this subdivision whatsoever, except any builder may erect and display signs during the period he is building and selling property in said subdivision, and any Owner wishing to sell or rent his home may place one sign; not larger than 800 square inches, advertising the property for rent or sale.

Section 14. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

ARTICLE VII

PRESERVATION OF VIEW RIGHTS

The architectural committee shall have the responsibility of determining whether trees or other vegetation on the premises of any Lot unreasonably interferes with the view of other residences of this subdivision. In any case in which the architectural committee shall determine that there is such interference, it shall send a notice in writing to the Owner involved. The notice shall set forth the extent to which the tree or other vegetation shall be pruned or removed. If within 30 days after receipt of such notice the Owner has not caused the trees or the other vegetation to be pruned or removed to the extent required by the architectural committee, it may by a vote of at least two-thirds, enforce by injunctive or other legal remedy the obligation of the Owner under this article.

ARTICLE VIII

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 10 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE IX

GENERAL PROVISIONS

Section 1. ENFORCEMENT. The architectural committee or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, obligations and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the architectural committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

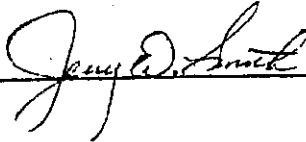
Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 30 year period by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded.

Section 4. ANNEXATION. Additional land may be annexed by the Declarant without the consent of Owners within 10 years of the date of this instrument.

DATED this 19 day of February, 1975.

DECLARANT


C.P.R. CONSTRUCTION, INC.



STATE OF WASHINGTON)
) ss
County of Benton

On this 19th day of February, 1975, before me personally appeared JERRY D. SMITH, to me known to be the President of C.P.R. CONSTRUCTION, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and placed my official seal the day and year first above written.



Notary Public in and for the State of Washington, residing at Richland.



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AMENDMENT TO
THE DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS OF CANYON TERRACE

AS RECORDED IN THE OFFICE OF THE BENTON COUNTY AUDITOR UNDER FILE NO. 677879.

PREPARED BY JH

RECORDED BY _____

Article IV shall be amended to include the following:

Easements for drainage are reserved over the 5.0 feet adjacent to all side lot lines on the following described lots of the plat of Canyon Terrace according to the plat thereof as recorded in Benton County, Washington, under Auditor's file #677878.

- ✓ Block 1--Lots 1, 3, 5, 7, 9 and 11 through 32.
- ✓ Block 2--Lots 1 through 19.
- ✓ Block 6--Lots 32, 33, 34 and 35.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

DATED this 17th day of December, 1975.

DECLARANT

C.P.R. CONSTRUCTION, INC.

Wayne W. Burk
Wayne W. Burk, Vice President

STATE OF WASHINGTON)
) ss
County of Benton)

On this 17th day of December, 1975, before me personally appeared WAYNE W. BURK, to me known to be the Vice President of C.P.R. CONSTRUCTION, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Candace J. Stotts
Notary Public in and for the State of
Washington, residing at Kennewick

